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FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832JEREMY M. BERMAN
(312) 252-1510
jberman@fletcher-sippel.com

SURFACE TRANSPORTATION BOARD

Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

May 4, 2011

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423
Attn: Office of Recordations

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is a Second Amendment to Assignment of Rents and Lessor's Interest in Leases, dated as of April 4, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents. This document relates to a Memorandum of Security Agreement recorded under Document No. 29593 and an Amendment to Assignment of Rents and Lessor's Interest in Leases recorded under Document No. 29593-A.

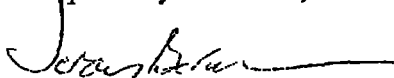
The names and addresses of the parties to the enclosed document are:

SECURED PARTY:FIFTH THIRD BANK, As Collateral Agent
222 South Riverside Place
32nd Floor
Chicago, IL 60606BORROWERS:PATRIOT RARUS ACQUISITION LLC
2255 Glades Road
Boca Raton, Florida 33431RARUS RAILWAY LLC
2255 Glades Road
Boca Raton, Florida 33431

Included in the property covered by the aforesaid documents are all rolling stock and equipment intended for use and related to interstate commerce, and includes rolling stock or equipment acquired by Debtors or its or their successors **after the date** of the documents.

A check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee is being sent separately.

Respectfully submitted,


Jeremy M. Berman
Attorney for Secured PartyJMB
Enclosure.

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May 4, 2011

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20024
Attn: Office of Recordations

Dear Ms. Brown:

Enclosed please find a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee for two documents recorded electronically on May 4, 2011 under Document Nos. 29593-C.

Respectfully submitted,



Jeremy M. Berman
Attorney for Secured Party

JMB
Enclosures.



MAY 04 '11 -2 30 PM

SURFACE TRANSPORTATION BOARD

**SECOND AMENDMENT TO ASSIGNMENTS OF RENTS AND LESSORS' INTEREST
IN LEASES**

This SECOND AMENDMENT TO ASSIGNMENTS OF RENTS AND LESSORS' INTEREST IN LEASES dated and effective as of April 4, 2011 (the "Amendment"), is executed by and between Patriot Rarus Acquisition, LLC ("PRAC LLC"), Rarus Railway, LLC ("RARUS LLC") and Fifth Third Bank, as Collateral Agent.

As a condition to the lenders from time to time party to the Loan Agreements, each of PRAC LLC and RARUS LLC have agreed to join and become bound by that certain Assignments of Rents and Lessors' Interest in Leases dated as of March 4, 2010, as amended on December 30, 2010 ("Assignment Agreement").

1. Amendments to Assignment Agreement.

- (a) All references to PRAC as a corporation in the Pledge Agreement shall be deemed amended to refer to PRAC as a limited liability company, effective upon the effective time of its conversion; and
- (b) Each of PRAC LLC and RARUS LLC hereby acknowledges, agrees and confirms that, by its execution of this Amendment, it will be deemed a party to the Assignment Agreement and an "Assignor" for all purposes of the Assignment Agreement as if it had executed the Assignment Agreement. Each of PRAC LLC and RARUS LLC hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Assignment Agreement.

2. No Waiver. Nothing contained in this Amendment shall be deemed to constitute or shall be construed as a waiver of any rights, remedies or security granted to Bank under the Pledge Agreement.

3. No Other Modifications. Except as expressly set forth herein, all of the terms, covenants, agreements and conditions set forth in the Assignment Agreement shall remain unmodified and in full force and effect. To the extent any of such terms, covenants, agreements or conditions in this Amendment may contradict or be in conflict with the Assignment Agreement, as amended hereby, such terms, covenants, agreements and conditions are hereby deemed modified and amended accordingly, effective as of the date hereof, to reflect the terms and conditions of the Assignment Agreement, as amended hereby.

4. Counterparts. This Amendment may be executed by portable document format (PDF) or facsimile in any number of counterparts and by the different parties hereto by facsimile or PDF on separate counterparts and each such counterpart shall be deemed an original, but all such counterparts shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

Patriot Rarus Acquisition L.L.C.
a Florida limited liability company

By: [Signature]
Name: Gary O. Marino
Its: President and Chief Executive Officer

Rarus Railway L.L.C.
a Montana limited liability company

By: [Signature]
Name: Gary O. Marino
Its: President and Chief Executive Officer

Acknowledged and Accepted:

FIFTH THIRD BANK, as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

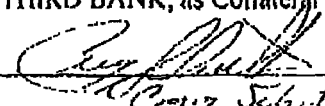
Patriot Rarus Acquisition LLC,
a Florida limited liability company

By: _____
Name: Gary O. Marino
Its: President and Chief Executive Officer

Rarus Railway LLC,
a Montana limited liability company

By: _____
Name: Gary O. Marino
Its: President and Chief Executive Officer

Acknowledged and Accepted:
FIFTH THIRD BANK, as Collateral Agent

By:  _____
Name: Gary Schuch
Title: Vice President